

Exhibit 3

April 8, 2009

Elbert F. McKinney Deposition Transcript Excerpts

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

APPLETON PAPERS, INC., and
NCR CORPORATION,

Plaintiffs,

vs.

Case No. 2:08-CV-00016-WCG

GEORGE A. WHITING PAPER COMPANY, et al.,

Defendants.

Deposition of ELBERT F. McKINNEY

Wednesday, April 8th, 2009

9:03 a.m.

at

CopperLeaf Hotel
300 West College Avenue
Appleton, Wisconsin

Reported by Constance L. Bauer, RPR/RMR/CRR

1 some other area of research, let's proceed with the
2 understanding that when I'm asking questions of a
3 general nature, as I just did, what we're focusing on
4 is NCR paper.

5 A Yes.

6 Q Were there competitors who were producing carbonless
7 copy paper that competed with NCR Paper?

8 A Yes.

9 Q Who were they?

10 A Mead Paper.

11 Q Anybody else?

12 A May I ask you a question? Is this over any time?

13 Q Yes, over any time period.

14 A Yes. Boise Paper. And, of course, our licensees,
15 but they were not in the United States.

16 Q Was -- going back into the '60s, when before NCR --
17 let me lay a little foundation.

18 When you first started to work for NCR,
19 Appleton Coated Paper Company was an independent
20 entity, was it not?

21 A Correct.

22 Q And so Appleton Coated Paper Company worked for NCR
23 as a licensee?

24 A I'm not sure that's the right name. What they did is
25 to make carbonless paper for NCR.

1 Q They didn't have a right to sell it?

2 A They did not.

3 Q They were a contract producer of paper that NCR
4 retained title to and sold?

5 A I believe that to be a correct statement.

6 Q Was Mead in a different category in the '60s?

7 A I believe Mead started out as a contract producer of
8 carbonless paper for NCR and at some later date
9 produced it for themselves as their own Mead paper.

10 Q Would that have been at a period of time after their
11 license agreement with NCR expired?

12 A When the changeover occurred, I can't -- I can't be
13 sure when it changed over and what the situation was.

14 Q What do you mean by "the changeover"?

15 A From a producer for NCR to a producer for themselves.

16 Q When you use the term licensee, does that mean a
17 producer for themselves?

18 A Not necessarily. As I -- as I said, a licensee can
19 make paper. The license can grant them the right to
20 make and use perhaps, but not sell. And so that is,
21 again, going back to the relationship where they
22 would actually make the paper and sell it back to, in
23 this case, NCR.

24 Q You mentioned Wiggins Teape. Do you know, can you
25 recall which category of licensee it was?

1 A It was a full license. They manufactured carbonless
2 paper and sold it mostly in Europe, but I believe
3 perhaps in other continents also. I can't be sure
4 though.

5 Q In the '60s it had a different relationship, Wiggins
6 Teape did, to NCR than did Appleton Coated Paper
7 Company; is that right?

8 A I believe that to be true, but again, the dates -- at
9 one time that was correct, and it may have been the
10 '60s.

11 Q Okay. Apart from the work that you did in patent
12 implementation and licensing agreements, did you have
13 any other activities that you engaged in?

14 Let me be specific.

15 A Please.

16 Q Were you involved in transactions in which NCR sold
17 any or all of its assets?

18 A Yes. All of its assets. Again, you admonished
19 earlier that this was related to NCR Paper.

20 Q Correct. Correct. What asset sales did you
21 participate in?

22 A This is, again, between what companies?

23 Q Well, between, let's see, in the '60s -- give me one
24 minute and I'll try to be specific here.

25 In 1969, NCR acquired the Combined Locks